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Procedural Forms) Reaffirmation Agreement (1/07) Revised to Local Form on 12/20/07

> Presumption of Undue Hardship No presumption of Undue Harship (Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)

# UNITED STATES BANKRUPTCY COURT Northern District of Mississippi

In re Kenneth A. Downing and Pamela J. Downing, Debtors

Case No. 08-10015-DWH Chapter 7

# **REAFFIRMATION AGREEMENT**

[Indicate all documents included in this filing by checking each applicable box.]

Part A: Disclosures, Instructions, and Notice to Debtor (Pages 1 - 5)

Part B: Reaffirmation Agreement

Part C: Certification by Debtor's Attorney Part D: Debtor's Statement in Support

of Reaffirmation Agreement

Name of Creditor: American General Financial Services

 $\Box$  [Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

# PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

#### 1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

#### **SUMMARY OF REAFFIRMATION AGREEMENT**

This Summary is made pursuant to the requirements of the Bankruptcy Code.

#### **AMOUNT REAFFIRMED**

The amount of debt you have agreed to reaffirm:

\$758.14

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

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# **ANNUAL PERCENTAGE RATE**

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

- a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.
  - (i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: 14.76%.

## - And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 14.76%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ @	%;
\$ @	<b>%</b> ;
\$ 	<u></u> %.

- b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.
  - (i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 14.76%.

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 14.76%. If different simple interest rates apply to different balances included in the amount reaffirmed,

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the amount of each balance and the rate applicable to it are:  \$@%; \$%; \$%.
c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:
The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.
d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.
Item or Type of Item Original Purchase Price or Original Amount of Loan
2000 Chevrolet 3500 \$758.14 pickup truck
<u>Optional</u> At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:
Repayment Schedule:
Your first payment in the amount of \$ is due on (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.
Or
Your payment schedule will be: <u>2</u> (number) payments in the amount of \$287.86 (and 1 payments in the amount of \$182.42, payable (monthly, annually, weekly, etc.) on the 3nd (day) of each month (week, month, etc.), unless altered later by mutual agreement in writing.
Or A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

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#### 2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

- 1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
- 2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
- 3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
- 4. If you were not represented by an attorney during the negotiation of your reaffirmatio agreement, you must have completed and signed Part E.
- 5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
- 6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
- 7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

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# YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or cancelled).

# **Frequently Asked Questions:**

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

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## PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Note and Security Agreement dated May 22, 2000 in the amount of \$42,302.09 secured by real property located in Marshall County, MS.

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(\$):	
Borrower:	Accepted by creditor:
KENNETH DOWNING (Print Name)	American General Financial Services (Printed Name of Creditor)
Kenneth Pouning (Signature)	8230 Camp Creek Blvd., Suite 105 Olive Branch, MS 38654 (Address of Creditor)
Date:	(Signature)
Co-borrower, if also reaffirming these debts:  Panda Daume (Print Name)	(Printed Name and Title of Individual Signing for Creditor)
(Print Name)  Pamela Darina (Signature)	Date of creditor acceptance:  3-5-2008
Date:	

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# PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

this	[To be filed only if the attorney represented the debtor during the course of negotiating agreement.]
\	
~~~~	I hereby certify that (1) this agreement represents a fully informed and voluntary tent by the debtor; (2) this agreement does not impose an undue hardship on the debtor or
any d	pendent of the debtor; and (3) I have fully advised the debtor of the legal effect and
conse	uences of this agreement and any default under this agreement.
	☐ [Check box, if applicable and the creditor is not a Credit Union.] A presumption of
	hardship has been established with respect to this agreement. In my opinion, however, the
debto	is able to make the required payment.
Printe	Name of Debtor's Attorney:
Signa	ure of Debtor's Attorney: B & Lull
Date:	

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## PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete sections 1 and 2, <u>OR</u>, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 <u>and</u> your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$, leaving \$ to make the required payments on this reaffirmed debt.
I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:
(Use an additional page if needed for a full explanation.)
2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.  Signed: Kenneth Porning (Debtor)  (Debtor)  (Joint Debtor, if any)  Date:  -Or —  [If the creditor is a Credit Union and the debtor is represented by an attorney]
3. I believe this realfirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.
Signed: Kenneth Forming (Debtor)  Comula Devining (Joint Debtor, if any)  Date:

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#### ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawout IN COURT. IT IS a process in which both sides present their case to a neutral third person—the arbitrator—instead of a judge or july, to resolve the dispute. TO THE FULLEST EXTENT PERMITTED BY LAW, BY SIGNING THIS AGREEMENT, SOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT ("This Arbitration Agreement").

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

My loan from Lender today; any previous loan from Lender and any previous ratail credit agreement ("Retail Contract") whether open or closed-end, assigned to Lender, all documents, promotions, advertising, actions, of omissions relating to this or any provious loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, or warrenty purchased in connection with this or any previous loan or Retail Confract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance of involvement by Lender, whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of the Agreement and this Arbitration Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any trensaction covered by this Agreement; any ellegation of fraud or misrepresentation; any plain based on or arising under any federal, state, or local law, statute, regulation ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lander's employees, officers, agants, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Londer, any third parties that assigned Retail Contracts or other agreements to Lender, and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and slater corporations. Some of Lendar's affiliations are American General Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lendar becomes a party in any lawsuit that I have with any third party, whether through Intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

MATTERS NOT COVERED BY ARBITRATION. I agree that Lender does not have to initiate erbitration before exercising layful self-help remedies or judicial remedies of gaminisment, repossession, replevin, or foreclosure, but instead may propped in court for those judicial remedies (an "Excluded Colleteral Lewsuit"). I may exact in court any defenses I may have to Lender's claims in such a lawfullt, but any claim or counter claim for reactission or damages i may have arising out of, relating to, or in connection with Lenger's exertise of those coum or counter claim for reacessate or demages if may have arising out of, relating to, or in connection with Lender's exemples of make remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawauit in order to seek to recover an ameunit which does not exceed the total sum of \$5,000,00 (including costs and attempts' fees), provided that no relief other them such recovery in requested in such tewauit (an "Excluded Damages Lawauit"). If an Excluded Damages Lawauit is filed, the other party cannot require that the claims in that lawauit be arbitrated. An Excluded Damages Lawauit can be brought to recover money for myself or Lander only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawauit is filed by me or Lender, and any party to that lawauit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$5,000, then that claim, counterolaim, cross-claim, or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Nother I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replayin, or foreclosure or by having filed any claims in court seaking to recover a total sum of \$5,000.00 or leas

#### ARBITRATION RULES AND PROCEDURES.

- ARBITRATION FORUM AND RULES. The arbitration will be conducted under the rules and procedures of the National Arbitration A. ARBITRATION FORUM AND RULES. The orbitration will be conducted under the rules and procedures of the National Arbitration Forum ("NAF") that are in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, cander will provide me a copy of the NAF Rules. If it is may copy, Lender will give me another one if I ask for it. I may also obtain a copy of those rules by calling NAF at 1-800-474-2371 or by reviewing NAF's web-site at www.arb-forum.com. In the event that NAF is either unable, unwilting, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the NAF for good cause, then Lender and I agree to submit all disputes to the AAA's Commercial Rules and Expedited Procedures. In the event that AAA is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the AAA for good cause, then Lender and I agree to submit all disputes to JAMS for proceedings conducted under its Financial Services Arbitration Rules and Procedures. If there is a conflict between the rules of the NAF (or the AAA or JAMS) and the AAP interior Agreement this Arbitration Agreement will covered. this Arbitration Agreement, this Arbitration Agreement will govern.
- SELECTION OF ARBITRATOR. NAF maintains lists of approved arbitrators. NAF will provide Lender and me each a lief of seven (7) possible arbitrators. Lender and I will each have an opportunity to strike three (3) persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the test strike, the remaining person shall then serve as arbitrator.
- STARTING ARBITRATION. Before I start arbitration, I agree to write to Lender at the address shown for Lender in this Agreement, unless I have received notice of a new address for Lender, and I agree to give Lender a reasonable apportunity to respond and resolve any errors. In my letter, I will give the following information: my name and account number, a description of my claim or dispute and why I believe Lender has made an error, the dollar amount of my claim or dispute, and a description of any ether information I need from Lender. Deterve Lenter than interes an error, the quitar amount of my claim or dispute, and a description of any attrat information I need from Lender. Before Lender starts an arbitration, it must write to me at my billing address; describe its claim or dispute; state the dollar emount of its claim or dispute; and give me a recentable opportunity to resolve the claim or dispute. If a Covered Claim cannot be resolved in the regoling manner, either Lender or i can start arbitration. Except as described in Paragraph E below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the NAF (or, if applicable, the rules of the AAA or JAMS).
- D. COSTS OF ARBITRATION. The NAF, AAA, and JAMS all charge certain fees in connection with arbitration proceedings they conduct. I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or the terms of any other agreement with me. Each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by law or by the terms of any other agreement between the parties, to the extent permitted by applicable law.
- E. CONDUCT OF PROCEEDINGS. In conducting the arbitration proceedings, the arbitrator shall be bound by the Faderal Rules of Evidence, however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision, and ewerd shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to this. loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

SEE REVERSE SIDE FOR ADDITIONAL ARBITRATION TERMS

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# SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

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DATE OF LOAN. 02/26/04 (the date the Finance Charge is scheduled to begin to accrue) CONTRACT RATE. 14.50 % per year, which is the agreed interest rate. If the "Adjustable Rate Loan" box is checked below, this rate is subject to change as set forth therein. PROMISE TO PAY. For value received, I promise to pay to the order of the Lender all amounts due under this Agreement in accordance with the Payment Schedule set forth in the Truth in Lending Disclosure on page 1 of this Agreement, and with all other terms of this Agreement. If the "Adjustable Rate Loan" box is checked bet we, the payment amounts set forth in the Payment Schedule may change as set forth in this Agreement. Change Date will be April 30.) Beginning on the first Change Date, my interest rate will be based on an Index. The Index is the highest Prime Rate published in the Wall Street Journal's "Money Rates" table. If this Index should no longer be available, Lender will choose a comparable replacement index and will inform me of the new index. Prior to each Change Date. Lender will calculate the new agreed interest rate by taking the index as of 60 days prior to the Change Date and adding a margin of \_\_\_\_\_\_ percentage points. Lender will round the resulting figure down to the next lowest one-hundredth of one percent. Lender will than determine the new monthly payment amount necessary to rapsy my lean in full on the due date for the final payment.

My interest rate will never increase or decrease on any single Change Date by more than \_ agreed rate of interest in effect immediately preceding the Change Date. Any rate change not implemented as a result of this limitation may be carried over to the next Change Date. My Interest rate will never be greater than \_ \_%, and my interest rate will never be lower then. The new agreed interest rate will be effective as of the Change Date. The new monthly payment will be affective as of the next regularly scheduled due date subsequent to the Change Date. Lender will send me notice of all rate and payment changes as required by law.

SECURITY AGREEMENT. If any type of personal property (property other than real estate ("real property")) is disclosed in the "Security" section of the Truth in Landing Disclosures, to secure all amounts due or which become due under this Agreement and my performance of all other terms of this Agreement, I grant Lender a security interest under the Uniform Commercial Code or other applicable lev in: (1) the property identified in the "Security" disclosure of the Truth in Lending Disclosures on page 1 of this Agreement; (2) any substitutions or replacements of that property; and (3) the proceeds and products of that property (collectively referred to as the "Collecters"). I also grant Londer a security interest in any unsarried premiums from any insurance I have elected and purchased through Lender in connection with Londer a socure interest in any unserried premiume from any insurance I have alcohol and purchased through Lender in connection with this transaction which protects the loan account or colleteral (including, but not limited to, voluntary credit and personal property insurance). Lender's security interest shall remain in effect until I have paid in full all amounts due under this Agreement and any modifications, renewals, and extensions thereof. Notwithstanding any other provision of this Agreement. Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. Fauthorize Lender to sign and file financing statements occurring the Collateral without my signature. I authorize Lender to file a copy of this Agreement as a financing statement when appropriate. If real property is disclosed in the "Security" section of the Truth in Lending Disclosures, I am signing a mortgage or deed of trust covering the real property at the same time that I am signing this Agreenent. JOINT BORROWERS, If more than one Borrower is named above, all Borrowere agree that they are jointly and severally lighte and that Lander may enforce this Agreement against all or any of them, but not in a combined amount exceeding the amount due. CO-MAKERS (also referred to as CO-SIGNER(S)). If I am signing this Agreement as a Co-Maker, I understand that I am equally responsible with the Borrower(s). I agree that Lender may pursue me or any Maker if this Agreement is in default. Unless required by law, Lender will not notify me if: (a) this loan is in default, (b) Lender agrees to accept different payment terms; (c) Lender releases any security interest; or (d) Lander releases any Borrower(s) or Maker(s). CREDIT INFORMATION. I authorize Lendor to investigate my creditworthiness, including to obtain my credit report at anytime, as permitted by law. PREGURED PROPERTY INSURANCE. I agree to insure any automobiles, all terrain vehicles, anownobiles, watercraft, other titled vahioles, large equipment, and dwellings and other structures attached to real property ("Property"), in which I have granted Lender an interest to secure my loan, against all risks of physical damage, including loss by fire and other hazards, for the term of the loan, in amounts and with deductibles approved by Lender ("Required Insurance"). Required Insurance must; (1) be issued by an insurer and have terms and conditions satisfactory to Lender, (2) name Lender as loss payes or mortgages, (3) not permit the addition of any other loss payee or mortgages to the insurance policy unless Lender consents in writing, (4) provide that such insurance will not be canceled or mortgages, and (5) not include any disclaimer of the insurance will not be canceled or mortgages, and (5) not include any disclaimer of the insurance liability for fatture to give such notice. I may purchase Required Insurance from whomever is acceptable to Lander or provide existing coverage through any insurance company or agent of my choice that is acceptable to Lander. Lender does not sell Required Insurance. I agree to provide to Lander settafactory proof of Required Insurance. I agree to keep Required Insurance in force until all amounts I owe Lander under this Agreement are paid in full. In the event of damage to or loss of the Property, I agree to give prompt notice to Lander and the insurance carrier. If I fall to promptly netify or make proof of toss to the insurance carrier, Lander may, but is not required to, do so on my behalf. I agree Lender may use any insurance proceeds to reduce any amounts I owe under this Agreement. To the extent permitted by law. I authorize Lender to adjust my losses and sign my name to any check, dreft, or other papers necessary to obtain such insurance by text. I summore Lender to adjust my losses and sign my name to any check, draft, or other papers necessary to obtain such insurance payments. If insurance proceeds paid to Lender do not pay off all amounts I owo Lender under this Agreement. I remain responsible for payment of the balance of any amounts due under this Agreement.

LENDER PLACED INSURANCE. If at any time I fail to buy or keep in force Required Insurance, Lender may, but is not required to, purchase Required Insurance at my expense to protect Lender's interest in the Property. I agree that Required Insurance may, but to the extent permitted by law, need not, protect my interests. The coverage purchased by Lender may not pay any claim I make. I agree that the cost of Required Insurance purchased by Lender may be much more than the cost of Required Insurance account have extended expenses. own, and I agree that the cost of such Required Insurance may, to the extent permitted by law, be added to my toan balance and accrue interest at the Contract Rate. I authorize Lender to release to third parties any information necessary to monitor the status of Required Insurance on my Property and to purchase Required Insurance required by this Agreement. WOLUNTARY CREDIT INSURANCE. Lender's affiliate may provide the credit insurance that I voluntarily select. Londer and/or its affiliate expect to profit from my purchase of voluntary credit insurance, and I consent to this.

ASSIGNMENT OF UNEARABED INSURANCE PREMIUMS AND POLICY PROCEEDS. I, where sutherized by law, hereby assign to Lender any moneys, not in excess of the unpaid balance of Indebtodness which this instrument secures, which may become payable under any insurance. I have elected and purchased through Land nearance insurance in transaction which protects the loss account or elected. (Including but not implied to whiteher conditions and payable under any insurance). Including that not implied to whiteher conditions. and collected (including, but not limited to, voluntary credit and personal property insurance), including teturn of uneamed premiums, and direct any insurance company to make payment directly to Lender to be applied to said unpaid indebtodness and I hereby appoint Lender as my attorney-in-fact to endorse any draft, check or other papers necessary to obtain such insurance payments. CORRECTION: RELEASE. During the torm of this Agreement, I agree to cooperate with Lender to: (a) correct any clerical errors that were made in connection with loan documents, (b) obtain the correct amounts due to others, and (c) release all liens upon payment in tuil. Lender may consider any breach of this requirement as an event of default of this Agreement. CANCELLATION. Prior to the distribution of loan proceeds, Lender may withdraw its approval of or commitment to make this loan if Lender reasonably believes that: (a) there are material omissions or misrepresentations in connection with my credit application; (b) there is a material, adverse change in my creditworthiness; (c) there are additional liens on the right, title, or interest of any collateral to be used for this loan; or (d) a sale or transfer of any right, title, or interest in any collateral to be used for this loan has or will occur that, is not agreed to by the Lender. SEVERABILITY. The fact that any provision of this Agreement may prove invalid or unenforceable under any law, rule, or loculation of any federal, state, or local court or governmental entity shall not affect the validity or enforceability of the remaining provisions of this NO ASSUMPTION. This Agreement shall not be eligible for essumption by any party without the express written consent of L
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	INTEREST BEARING LOAN. If checked, I agree to pay Principal, plus interest ("finance charges") on the doily unpatibilities computed at the Contract Rata, in the amounts and on or before the dates set forth in the Payment Schedule to Lending Disclosures on page 1 herein, plus ell other fees, charges, and other amounts due under this Agreement, address set forth in this Agreement, unless otherwise notified, until paid in full. If the "Adjustable Rate Loan" box above, the Contract Rate and the monthly payment amounts may charge as set forth therein. All payments will be apfollowing order to: (a) late charges and other charges provided for in this Agreement or otherwise allowed by law, (b) if (c) unpaid Principal. Because interest on my loan is earned daily, early payments will decrease the amount 1 ow payments will increase that amount. The Payment Schedule assumes that I will make each payment on the daily therefore, my final payment will be edjusted as appropriate to reflect any variation in the schual dates my payments are Lender. If any unpaid amounts remain due to Lender after my final scheduled payment due date, I agree to pay finance these unpaid amounts, computed at the Contract Rate, until paid in full.	n the Truth at Lender's is checked plied in the terest; and and late tt is due; eceived by
X	PRECOMPUTED LOAN. If checked, I agree to pay the Total of Payments in the amounts and on the dates shown in the Schedule in the Truth in Lending Disclosures on page 1 hereof, plus all other fees, charges, and other amounts due Agreement, at Lender's address set forth in this Agreement, unless otherwise notified, until paid in full. If any unpayment due to Lender after my final scheduled payment due date, I agree to pay interest on these unpaid amounts, of the Contract Rate, until paid in full.	under this d amounts
	IPAL. Principal (also called "State Amount Financed") is the total of the Amount Financed, plus any Prepaid Finance have financed. Total Principal is \$10438_30	Charges
INTER	EST. The amount of interest in accordance with scheduled payments is \$ 3404.20 ("State Finance Charge").	
	BALLOON PAYMENT. If checked, my last scheduled payment is larger than my regular scheduled payment?). I agree that, unless Lender has egrood to refinance my Balloon Payment, I must pay the full amount of Payment from my own resources or by refinancing my loan with enother lender on or before the due date of my Balloon	my Ballcon
oelow.	AYMENT REFUND. I may prepay all or any part of my loan et any time, subject to the payment of the penetty (if any The Prepaid Finance Charges are deemed by the parties to be fully earned on the Date of Loan and are not refund permitted by applicable lew.	) described able, to the
(a) if to tropler 1972;	ioan is a Precomputed Lean and I prepay in full, the amount I owe will be reduced by any unearned finance charges, on the term of this Agreement is sixty-one (61) months or less and this loan is not governed by § 226.32 of Regulation nents the Home Ownership and Equity Protection Act, the Rula of 78s method, as provided by § 75-67-127, Mississip or (b) if the term of this Agreement is more than sixty-one (61) months or is governed by § 226.32, the actuarial method than \$1,00 will be made.	n Z, which pi Code o
LATE	CHARGE. I agree to pay any late charge described in the Truth in Lending Disclosures herein.	
sched	RMENT CHARGE. If my loan is a Precomputed Loan, Lender and I may agree to defer the due dates of one or more uled payments, and I agree to pay a deferment charge as permitted by § 75-87-120, Mischalppi Code of 1972. I will not charge on any deferred payment.	
	DNORED CHECK CHARGE. If my check or other instrument given to Lender is returned unpaid for any reason, I agreed check charge of $$15.00$ .	e to pay s
PREP	AYMENT PENALTY.	
<b>X</b> 1	checked, there will be no prepayment penaky.	
	checked, and I prepay the loan in full at any time less than <u>60</u> months from the Date of Agreement, I agree to pay a enaity of:	bl <del>o</del> b <b>a</b> ýmen
•	<ul> <li>5% of the unpaid Principal if prepayment in full occurs prior to twelve (12) months from the Date of Agreement;</li> <li>4% of the unpaid Principal if prepayment in full occurs on or after twelve (12) months from the Date of Agreement, twenty-four (24) months from the Date of Agreement; or</li> </ul>	but prior to
(6	<ul> <li>3% of the unpaid Principal If prepayment in full occurs on or after twenty-four (24) months from the Date of Agreement; or</li> </ul>	ement, but
ŧ	<ol> <li>2% of the unpaid Principal if prapayment in full occurs on or after thirty-six (36) months from the Date of Agreement; or to forty-eight (46) months from the Date of Agreement; or</li> </ol>	
{	<ul> <li>1% of the unpaid Principal if prepayment in full occurs on or after forty-eight (48) months from the Date of Agreement,</li> <li>60) months from the Date of Agreement.</li> </ul>	nt but prio
T	here will be no prepayment penalty if:	
-	a) this loan is refinanced or consolidated by Lender or its affiliate; b) this loan is prepaid with insurance proceeds;	i
6	<ul> <li>this team is prepaid as a result of lawsuit, foreclosure, or acceleration;</li> <li>the team is prepaid as a result of lawsuit, foreclosure, or acceleration;</li> <li>Lender disapproves a request for assumption and exercises its rights under a due on sale clause, and imposprepayment penalty is prohibited by applicable law; or</li> </ul>	ition of th
. (	s) this loan is prepaid more than <u>60</u> months from the Date of Agreement.	
	WILT COSTS. In the event of default, I agree to pay Lender's (a) court costs, (b) reasonable attorney's fees, and (c) cosy security interest, each if and to the extent permitted by applicable law.	its to realiz
GOV	ERNING: LAW. The laws of the State of Misalssippi shall govern this Agreement, except as preempted by federal law.	1

PLEASE SEE IMPORTANT INFORMATION ON REVERSE

Invested AD PXX

ENTIRE ACT EMENT. This Agreement contains the entire agreement of the perties with regard to the subject matter heroof, and no party from the perties of the subject matter heroof, and no party from the perties of the

IN DEFAULT AND THE LOW IS SETURED BY A DEED OF TRUST ON MY HOME. I MAY LOSE MY HOME.

BY MICHAEL BELLEY, MICHAEL THE TOTAL WARDENING, AND AGREED TO THE TERMS AND CONDITIONS OF THE ARMEDITAL THE TRANSPORT OF THE ARMEDITAL STATE OF THE ARMEDITATION WILL BE PROVIDED BY AN ARMEDITAL STATE OF THE ARMEDITATION WILL BE FINAL ARBITRATION WILL BE CONDUCTED RESIDENT TO THE ARMEDITAL STATE OF THE ARBITRATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHERWISE PROVIDED IN THE ARMEDITATION FOR A BROWN AS OTHER BROWN AS

I signed that, on or before the date on page 1 hereof ("the Date of Agreement"), I have received and road o fully completed, legible copy of this Agreement the Triby in Standing insulation Disclosures, the Privacy Notice, the Personal Property Appraisal Form (if applicable), and one to be bound thereby.

Di-	Bennett a Pouring
Warmen	Formula 1 Douming Ls
Wineign Control of the Control of th	Co-Borrower PATELA: J DOWNTARG
	XLS Co-tractor  Print Name:
	X

02/16/289908-100215-D60157267623 Filed 03/10/08<sup>MCK</sup>EYHET WITS 10/08 15:49:07 Desc Main 008-02-14 13:52 AGFs 2060 Olive Brain Page 17 of 17 >> 602-895-5999 >> 6015728779 P 4/12

